



Los Angeles County Regional Park And Open Space District

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December 15, 2015

The Honorable Board of Directors
County of Los Angeles
Regional Park and Open Space District
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Directors:

APPROVAL OF THE UPDATED POLICIES AND PROCEDURES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The recommended actions will adopt the revised policies and procedures of the Los Angeles County Regional Park and Open Space District for grants and maintenance and servicing funding programs. The programs are funded pursuant to the Safe Neighborhood Parks Propositions of 1992 and 1996.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed administrative actions not subject to the California Environmental Quality Act for the reasons stated herein.
2. Approve the content of the Los Angeles County Regional Park and Open Space District's revised policies and procedures consisting of the procedural guides for grants and maintenance and servicing programs in substantially the form of the attached.
3. Authorize the Acting Director of the Department of Parks and Recreation, in his capacity as Acting Director of the Los Angeles County Regional Park and Open Space District, to implement the revised policies and procedures, including final formatting of the procedural guides, and to make minor revisions from time to time as needed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will revise and reorganize the Procedural Guide for Specified,

Per Parcel, and Excess Funds grants (Grants Procedural Guide); and adopt the Procedural Guide for Maintenance and Servicing Funds (Maintenance and Servicing Guide) for the Los Angeles County Regional Park and Open Space District (RPOSD).

The Grants Procedural Guide is designed to assist with the application for and the administration of grant funds allocated and awarded pursuant to the Safe Neighborhood Parks Propositions of 1992 and 1996 (1992 and 1996 Propositions A). The last revised Grants Procedural Guide was adopted by the Board on June 2, 2009. It outlines all policies and procedures that apply to all grant programs under the 1992 and 1996 Propositions A, which authorize the Board to adopt and amend these policies and procedures as needed.

All Per Parcel and Specified funds authorized under the 1992 and 1996 Propositions A have been allocated to projects. As a result, the Grants Procedural Guide has been streamlined to focus on the Excess Funds which remain available to the Board for allocation and award to projects, and to simplify information pertaining to funds that are already allocated.

Approval of the revised Grants Procedural Guide (Attachment I) will result in the following clarifications to all grant programs:

- In order to better meet their long-term grant obligations, grantees will record, through the Registrar-Recorder/County Clerk, a Deed Restriction (DR) on grant-funded properties. Grantees that are performing projects on land owned by other entities will work with the property owner to record the DR.
- A Project Agreement provision was added which requires grantees to actively oppose mineral extraction on grant funded properties.
- Indirect costs may only be charged to grants under a cost allocation plan approved by the grantee's governing body.
- All projects funded with RPOSD grants must include a posted sign including the RPOSD seal (Attachment IV) to acknowledge the funding.
- Any agreement for non-recreational use with a third party must be pre-approved in writing by RPOSD.

The 1992 and 1996 Propositions A provide Maintenance and Service (M&S) Funds to eligible agencies to offset increased maintenance costs resulting from Proposition-Funded Projects. The Maintenance and Servicing Guide (Attachment III) has been drafted and is being recommended for adoption by the Board to govern the use of M&S and Excess Funds M&S under the 1992 and 1996 Propositions A.

Implementation of Strategic Plan Goals

The recommended actions will further the Board-approved County Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1) by approving updated policies and procedures to reflect changes in requirements and to make the guides generally more useful to RPOSD and its grantees.

FISCAL IMPACT/FINANCING

The proposed recommendations will have no impact to the County General Fund. All costs of the grant programs covered by the revised Procedural Guide are funded through RPOSD.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Subsection (a) of Section 4 of the 1996 Proposition A, RPOSD grant administration procedures may be amended by the Board, consistent with the 1996 Proposition A and the guidelines and procedures set forth therein.

ENVIRONMENTAL DOCUMENTATION

The proposed administrative actions are not subject to the California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Section 15378 (b)(5) of the State CEQA Guidelines because the actions are administrative activities, which, by their terms, do not involve any commitments to any specific projects that may result in a potentially significant physical impact on the environment.

CONTRACTING PROCESS

Grant Project Agreements (Attachment II) will continue to be administered under authority delegated to the Acting Director of the Department of Parks and Recreation, in his capacity as Acting Director of RPOSD, and pursuant to the recommended revised Grants Procedural Guide.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects. The recommended actions will only affect RPOSD's policies and procedures for administration of grants and M&S.

The recommended actions will support the continued partnership between RPOSD and its grantees through the allocation of grant funds for eligible projects pursuant to the 1992 and 1996 Propositions A. These projects provide an increased level of park and recreation benefits in Los Angeles County.

CONCLUSION

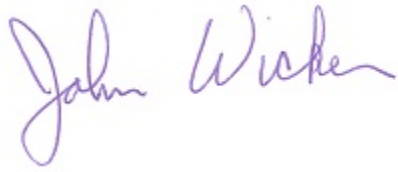
Please instruct the Acting Executive Officer-Clerk of the Board to return one adopted copy of this letter to the Chief Executive Office, Capital Programs Division; and one to the Department of Parks and Recreation.

The Honorable Board of Directors

12/15/2015

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Respectfully submitted,

A handwritten signature in purple ink that reads "John Wicker". The signature is written in a cursive, flowing style.

JOHN WICKER

Acting Director

JW:JB:WRO:tb

Enclosures

c: Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

Attachment I

Procedural Guide



LOS ANGELES COUNTY
REGIONAL PARK AND
OPEN SPACE DISTRICT

PROCEDURAL GUIDE

DECEMBER 2015

DRAFT 1

File name (Procedural Guide 15 v7 (Nov 19) - blank slate

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GRANT PROGRAMS

Overview

Excess Funds Grant Program

Specified Project and Per Parcel Discretionary Grant Programs

OVERVIEW

ELIGIBLE APPLICANTS

Cities within County of Los Angeles
County of Los Angeles
Local Public Agencies
Nonprofit Organizations
California State Agencies
Federal Agencies

CATEGORIES

Excess Funds Grant Program
Per Parcel Discretionary Grant Program
Specified Project Grant Program

BOARD OF SUPERVISORS

As of the writing of this update to the Procedural Guide the County of Los Angeles Board of Supervisors (BOS), acting in its capacity as RPOSD's Board of Directors may approve reallocation of any remaining Prop A grant funds.

For additional information on Prop A Grant Programs visit RPOSD.LACounty.gov

To view completed projects visit ParksProjects.LACounty.gov

EXCESS FUNDS GRANT PROGRAM

Excess Funds are awarded pursuant to Section 24(b) of the 1996 Proposition and by approvals of the BOS action allocating funds.

Applicants interested in applying for Excess Funds should contact the District Administrator or the Office of the BOS for more information.

Applicants allocated Excess Funds by the BOS must successfully submit a Grant Application Packet and enter into a Project Agreement with RPOSD by June 30th of the same fiscal year the Excess Funds are allocated. Failure to enter into a Project Agreement will be cause for the return of funds to the BOS for reallocation.

CITIES EXCESS FUNDS

Cities Excess Funds are allocated for eligible Projects:

- Located within Cities and/or
- Owned and/or Operated by a City

COMPETITIVE EXCESS FUNDS

Competitive Excess Funds are allocated equally among each Supervisorial District and are awarded on a competitive basis pursuant to Section 3(a)(2) or Section 3(a)(3) of the 1996 Proposition.

Section 3(a)(2): Allocates funding for trails, senior citizen facilities, urban tree planting, graffiti prevention, rivers and streams, and acquisition and/or restoration of natural lands.

Section 3(a)(3): Allocates funds for the acquisition, construction, development and/or improvement of at-risk youth recreation and service facilities throughout the District for gang prevention purposes.

COUNTY EXCESS FUNDS

County Excess Funds are allocated for eligible Projects:

- Located within County Unincorporated Areas
- Owned and/or Operated by the County

SPECIFIED EXCESS FUNDS

Specified (“Big Five”) Excess Funds are allocated to regional open space and recreation projects of the highest priority, as defined in Section 24(c) of the 1996 Proposition. These funds must be allocated to projects in one or more of the five areas described in the Resolution.

- Baldwin Hills
- Ballona Creek
- Los Angeles River & Tributaries
- Puente Hills Wildlife Corridor
- Santa Monica Mountains & Foothill Areas

PER PARCEL DISCRETIONARY & SPECIFIED GRANT PROGRAMS

PER PARCEL DISCRETIONARY GRANT PROGRAM

As of the writing of this update to the Procedural Guide, all Per Parcel funds have been allocated.

SPECIFIED PROJECTS GRANT PROGRAMS

As of the writing of this update to the Procedural Guide, all Specified Funds have been allocated.

APPLICATION APPROVAL & AGREEMENT

Application Process

Application Document Checklist

Board Action

Project Agreement

Ceremonies

APPLICATION PROCESS

Applicants must submit a complete application packet for all projects and review all terms and conditions before completing and submitting the application packet. The Documentation Checklist is a summary of forms required for each stage and must be submitted with the Application Packet. If an item is not applicable to the project, respond with NA and an explanation in the notes column. Samples and tips for completing the forms are available at RPOSD.LACounty.gov.

Applicants should work closely with the Program Manager to clarify any issues prior to submission of the Application Packet. Incomplete packets will not be processed and Applicants will be notified.

APPLICATION PACKET

1 Grant Application Form

Signature

The form must be original with wet-ink signature by the Applicant's authorized representative.

Project Name and Scope

The Grant Application contains a brief summary of the project for which the applicant is seeking funding.

The project name should be concise and informative and must be 60 characters or less.

If the project has no physical address enter the latitude, longitude and zip code of facility entrance.

List major grant scope elements concisely in the project description field. Include all major elements on the Grant Budget, Site Plan, Grant Boundary Map and CEQA documents.

Enter proposed dates in the Performance Period. The actual start date will be the date of the BOS action that authorizes the commitment of funds. If necessary the dates may be modified by RPOSD after the Board Action.

Land Tenure

Applicant must provide evidence that it has sufficient land tenure to perform the Project.

A Land Tenure form is required for all development projects.

Authorized Representative

The Authorized Representative is responsible for signing the agreement, amendments, payment requests and forms that must be signed by the “designated position” identified on the Authorizing Resolution. If the Authorized Representative will have another person (designee) sign a form on their behalf, include a letter or memo from the Authorized Representative that identifies the designee’s position.

Disbursements

Disbursements will be distributed using the Los Angeles County Vendor Identification (VID) information.

New Applicants: Must register with the Los Angeles County Vendor Database.

Existing Applicants: Must verify that the mailing address and contact information associated with the VID is accurate and up to date.

For additional information visit the Los Angeles County Vendor Portal (<http://camisvr.co.la.ca.us/webven/>). County Auditor Controller is encouraging vendors to sign up for Direct Deposit of their warrants.

2 Resolution

Resolution

RPOSD requires a resolution that demonstrates that the Applicant’s governing body has duly considered the Project at a public hearing and has authorized the filing of the Grant Application. The Resolution must identify the Sections of the Propositions through which the Grant will be funded and also include the adoption of a Youth Employment Plan.

3 Youth Employment Plan

The Applicant may reformat or add additional language to the resolution as long as it does not change the required language. Resolutions with content that differs from the required language may require the County's legal counsel review and approval, which may result in processing delays.

Youth Employment Plan (YEP)

Grantees must use Prop A funds, to the maximum extent practical, to employ youth from the community in which the Project is being carried out.

Grantees are encouraged to work with community conservation corps, the California Conservation Corps and other community organizations for appropriate elements, particularly when youth can be employed to work on restoration or rehabilitation projects being carried out in their own communities.

The YEP must include:

- List of tasks that may be performed by at-risk youth.
- Estimate of the amount of Grant funds to be spent on youth employment.
- Method by which youth will be recruited and employed.
- For grantees identified in the Propositions, a description of how the plan relates to the Grantee's Youth Employment Goal.

4 Land Tenure Form

Development Projects

A Land Tenure Form is required for all development projects. Applicants must disclose all easements, covenants, or other interests that apply to the grant-funded property.

Applicants that are performing projects on land that they do not own must provide one of the following during the application stage:

- Letter from the land owner stating that the applicant has permission to perform the project and who is

responsible for maintenance and operation of the improvements in perpetuity.

- Copy of the executed land tenure document (lease, agreement, Memorandum of Understanding, etc.) that, at a minimum, addresses all the elements of the Land Tenure Form.
- If the land tenure agreement is an unsigned draft at the time of application, copy of the draft land tenure document and acknowledgement from landowner.

Note: Applicants performing projects on land they do not own must work with the property owner to record a Deed Restriction to the maximum extent feasible. For additional information refer to Deed Restriction.

5 CEQA Compliance Certification

Definition

The CEQA Compliance Certification is a declaration that the proposed project is in compliance. Applicant should consult with its local planning agency for more information on how to complete CEQA.

The form must be original with wet-ink signature by the Applicant's authorized representative.

Recordation

CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder. Grantee shall add RPOSD to the notification list for Mitigated Negative Declarations and Environmental Impact Reports.*

- Notice of Exemption
- Negative Declaration/Initial Study
- Mitigated Negative Declaration/Initial Study*
- Environmental Impact Report*
- Notice of Determination

Submission

If CEQA compliance is complete at the time of application

- Provide compliance form and the appropriate attachment.

If CEQA compliance is not complete at the time of application

- Provide explanation and approximate timeline for CEQA compliance in the Notes Section.
- If RPOSD will be the Lead Agency for the project, work closely with your Program Manager to obtain appropriate documentation before the project begins.
- Costs of preparation of environmental documentation incurred during the performance period are eligible.
- Applicant shall provide proper CEQA documentation to the Program Manager per Timeline.
- Recorded documentation must be on file before any payment requests for acquisition or development costs can be processed.

6 Grant Budget

The Grant Budget identifies the cost of major elements and amenities that will be paid for with grant funds. It establishes the expected deliverables for project completion. Describe only the main features and major support amenities that will be completed before the end of the performance period.

Instructions for completing the Grant Budget

- The minimum grant amount is \$15,000.
- Refer to the Eligible Costs Chart when formulating the budget.
- Use the Grant Budget form to provide the cost for each major element.
- The estimated project cost on the form must equal estimated costs on the application form.
- Contingency costs may be listed as a stand-alone item OR folded into major elements.
- Costs for Prop A signage or other interpretive signage must be included in the budget.

- If the amount of a major element changes by more than \$15,000 during the course of the project, a revised Grant Budget is required.

7 Third Party Agreements & Non-Recreational Use

Grantees must provide copies of any existing or proposed Third Party Agreements.

Any non-recreational use must be pre-approved in writing by RPOSD.

If approved, Grantee agrees that any gross income earned from approved non-recreational use will be used for:

- Recreation Development
- Additional Acquisition
- Operation or Maintenance of the Project site

If agreements will be obtained at a later time, the Applicant must include the anticipated dates by which they will be received in the Timeline. If Third Party Agreements are not applicable note NA on Documentation Checklist.

8 Regulatory Requirements

Submit copies of all required comments or permits from all applicable agencies (e.g. City, County, State, Federal/California Coastal Commission, California State Lands Commission, and United States Army Corps of Engineers).

If comments or permits will be obtained at a later time, the Applicant must include the list of permits and anticipated dates by which they will be received in the Timeline. If permits are not required note NA on Documentation Checklist and provide the reason why.

9 Timeline

Timeline

Applicants must provide a timeline which includes the project's key milestones; line items may be modified as appropriate.

The grant must have an active performance period until it is officially closed. Include sufficient time to plan and implement project, complete and submit closing documentation packet and final payment processing. RPOSD

reserves the right to modify performance period end dates at the time of application or amendment.

Milestones of Acquisition Projects

Authorizing Resolution/Commitment of Funds, CEQA, Partner Agreements, Leases, Permits

Ceremonies, Appraisals, Surveys, Escrow Open, Acquisition, Escrow Close, Grant Deed, Project Open to the Public

Milestones of Development Projects

Authorizing Resolution/Commitment of Funds, CEQA, Partner Agreements, Leases, Permits

Ceremonies, Approval of Plans and Specifications, RFP, Construction Contract Award, Notice to Proceed, Design Start, Design Completion, Construction Start, Construction Completion, Project Open to the Public

10 Location Map

Provide a map showing highway and street access to the project site to include sufficient information to allow a person unfamiliar with the area to locate the project. See samples on the RPOSD website.

11 Grant Boundary Map

Development Boundary Map

Provide a map showing the project elements to be paid for with Prop A grant funds. The map must show adjacent streets and public access. The areas within the grant boundaries are bound by the obligations stated in the Project Agreement.

Acquisition Boundary Map

Provide a map showing the boundaries of the property to be purchased with Prop A funds. The map must show adjacent streets and public access. The area within the grant boundaries are bound by the obligations stated in the Project Agreement.

**12 Proposition A
Signage**

All projects funded with RPOSD grants must include a posted sign acknowledging the funding. The sign must include the RPOSD logo and be approved by RPOSD before installation. Proof of signage must be provided with the first Project Status Report and prior to request for reimbursement. For signage requirements see RPOSD.LACounty.gov.

**13 Site Plan
(Development
Projects)**

Provide a drawing or depiction no larger than 11x17 which clearly shows where each main element listed in the Grant Budget will be located at the project site.

The site plan should include:

- Scale
- Project orientation (north-south)
- Location of main project features and major support amenities
- Access points
- Approximate square footage of any buildings, if applicable
- Approximate length of trails, if applicable
- Prop A Signage
- Interpretive signage, if applicable.

NOTE: An applicant may combine the site plan and grant boundary map into one document, as long as all the elements mentioned in both are present on the document.

**14 Project
Photos**

Provide recent photos of relevant aspects of the project. Photos should be labeled to indicate where they were taken relative to the Site Plan. Photos may be requested electronically and are subject to publication by RPOSD.

**15 Acquisition
Map**

Provide a county assessor's parcel map showing the parcels to be acquired. The parcel numbers shown in the parcel map must match the Grant Budget and Acquisition Schedule.

**16 Acquisition
Schedule**

Enter all parcels to be acquired and identify those to be purchased with Prop A Funds. Include acres, estimated date

of acquisition, purchase price, and relocation costs (if applicable).

17 Nonprofits

Nonprofits shall provide the following documentation with Application Packet.

- Articles of Incorporation
- Charitable Contributions Certification

BOARD ACTION

When all grant application materials are completed and approved, RPOSD will file a Board Letter with the County of Los Angeles Board of Supervisors (BOS). The standard timeline for consideration of a recommendation by the BOS (Board Action) is approximately three to four months.

PROJECT AGREEMENT

Upon adoption of the Board Action, RPOSD will send the Grantee two original copies of the Project Agreement and an Anticipated Funding Needs Form. The following must be returned to RPOSD within 14 calendar days of receipt:

- Project Agreement (PA): Both original Project Agreements must contain the wet-ink signature of the Applicant's authorized representative referenced in the resolution and be returned to RPOSD for execution. One original PA will be returned to the grantee upon execution.
- Anticipated Funding Needs Form (AFN): The Applicant provides estimated project reimbursements by quarter. The AFN assists RPOSD with overall planning and budgeting and will not affect the Applicant's ability to receive Grant reimbursements. The AFN schedule must be within the Project Performance Period (See Amendments Section for more information).

CEREMONIES

Grantees shall coordinate with their Program Manager and respective BOS representative to ensure representation at all project ceremonies, including but not limited to groundbreakings, ribbon cuttings, etc.

Grantees shall provide project photos throughout the duration of the project as well as post-completion. Photos may be requested electronically and are subject to publication by RPOSD at its sole discretion and without need for any approvals from Grantee.

PROJECT REVIEW & AMENDMENTS

Project Review

Amendments

PROJECT REVIEW

Grantees must submit all applicable items before requesting reimbursement of any Development or Acquisition Costs. Include the Documentation Checklist with the Project Packet. If an item is not applicable to the project, respond with NA and an explanation in the notes column.

PROJECT PACKET

- 1 CEQA Documentation**

Provide a copy of all California Environmental Quality Act (CEQA) documents not previously submitted. For additional information refer to CEQA Compliance Certification in Application Packet.
- 2 Regulatory Requirements**

Provide a copy of all local, county, State and federal requirements, comments and permits sufficient to demonstrate permission to perform the project.
- 3 Youth Employment Plan**

The adopted YEP must be provided to RPOSD before Grantees request reimbursement for acquisition, construction or development costs. See RPOSD.LACounty.gov for additional information and templates.
- 4 Project Status Reports (PSRs)**

Grantees must provide Quarterly PSRs for Per Parcel and Specified Projects, and Biannual PSRs for Excess Funds projects. It is the grantees responsibility to provide PSRs by Due Date. This requirement continues until RPOSD receives a Closing Packet. Progress payments will not be processed if PSRs are overdue.

Excess Funds Projects
Biannual Reports are due January 31st and July 31st.

1992 & 1996 Per Parcel and Specified
Quarterly Reports are due January 31st, April 30th, July 31st and October 31st.

5 Project Signage

Grantee shall submit a proof of proposed project signage, including RPOSD logo, for pre-approval. The signage proof shall be included with the first PSR.

6 Deed Restrictions

The Deed Restriction (DR) places restrictions on the deed of the grant funded property through the Project Agreement and Propositions.

The restriction must be recorded by the grantee/property owner with the Los Angeles County Registrar-Recorder/County Clerk.

Any exceptions (e.g. for parkway improvement projects) to DR requirements must be approved in writing by RPOSD.

Acquisition-only projects

The DR is required after the acquisition is complete and the Grantee takes ownership of the property.

Acquisition/Development projects

The DR is required after the acquisition is complete and before reimbursement of any development costs.

Development-only projects

The DR is required before reimbursement of any development costs.

AMENDMENTS

The Grantee agrees to complete work in accordance with the approved development plans, specifications and timelines.

For any change to grant amounts, project scopes, project names, and performance period extensions, grantees must submit a request in writing. Submit requests for extensions at least 3 months before the end date.

All amendment requests will be carefully evaluated and must be approved by RPOSD in writing. Depending on the nature of the changes, requests may be submitted to BOS for final approval.

If the request is approved and BOS final approval is not required for the modification, RPOSD will initiate an amendment into the Project Agreement.

If the request is approved and BOS final approval is required for the amendment, the governing body of the Grantee must adopt a Resolution authorizing the modification and submit the Resolution to RPOSD.

The Grantee must submit a signed amendment request form and include the following:

| | Grant Amount | Project Scopes | Performance Period |
|---|--------------|----------------|--------------------|
| Justification for the request | ✓ | ✓ | ✓ |
| Revised grant budget based on the new grant amount and/or new project scope | ✓ | ✓ | |
| Updated Anticipated Funding Needs Sheet | ✓ | | ✓ |
| Revised site plan | | ✓ | |
| Revised project timeline | | | ✓ |

ELIGIBLE & INELIGIBLE COSTS

The following are possible examples of eligible and ineligible costs:

| Eligible Costs | | |
|-------------------------------------|---|--------------------------------------|
| Administration Costs | | |
| CEQA | Grantee Labor (non-construction) | Planning Sessions |
| Construction Documents | Inspections | Plans and Specifications |
| Consultant Services | Negotiations | Project Management |
| Design | Permits | Surveys |
| Engineering | | |
| Acquisition Costs | | |
| Appraisals | Property Taxes | Surveys |
| Escrow Fees | Purchase Price | Title Insurance Fees |
| Preliminary Title | Relocation Costs | |
| Development Costs | | |
| Construction Equipment | Interpretive Displays | Rental Equipment |
| Construction Management | Inspections | Supplies and Materials |
| Fixed Equipment | Signage | |
| Grantee Labor (construction) | | |
| Ineligible Costs | | |
| Bonus Payments | Damage Judgments, Attorney's/Legal Fees | Grant Application Costs |
| Ceremonial Expenses | Deficits, Overdrafts | Interest |
| Contingency Reserves | Discounts not Taken | Non-Fixed, Portable Equipment |
| Contract Cost Overruns | Fixed Assets With a Life of < 5 Years | Publicity Costs |
| Costs Paid by Other Funding Sources | Furnishings, Office Equipment | Charges above Normal/Customary Rates |
| | Lodgings, Meals and Incidentals | |

REIMBURSEMENT ADMINISTRATION ACQUISITION & DEVELOPMENT

Administration Costs

Acquisition Projects

Development Projects

Reimbursement Process

ADMINISTRATION COSTS

Grantees may start requesting reimbursement for eligible administration costs after the agreement is fully executed. Approval of ongoing administration costs is dependent on progress towards acquisition and/or development (refer to grant budget/timeline). Administration costs paid for projects that are later cancelled must be returned to RPOSD.

ADMINISTRATION CAP

Up to 25% of the Grant may be used for administration costs. Grantees may request an increase in the administration percentage in writing. Requests must include justification and detailed grant budget. If the budget demonstrates to RPOSD that the higher percentage is justified and supported, then RPOSD will notify the Grantee in writing.

ELIGIBILITY & DOCUMENTATION

Consultant Services

Grantees must pay consultants according to the Grantee's customary or established method and rate. Consultant fees may not be paid to the Grantee's own employees or to any organization under common control of the Grantee or in which any employee of the Grantee has a financial interest.

Eligible Costs

See Eligible Cost Chart. Additional examples are available at RPOSD.LACounty.gov.

Grantee Labor—Administration

Eligible grantee labor costs include accounting, design and project management. Grantees may request reimbursement of labor costs calculated through an adopted Cost Allocation Rate or by listing Direct Costs.

Cost Allocation Rate (CAR) - Indirect costs may only be charged to Prop A under an agency cost allocation plan. If a Cost Allocation Rate is used, grantees must provide the adopted CAR. The costs of employees that are charged directly to a Grant must not be included in this rate. RPOSD will not allow overhead to be applied to any costs if the Grantee fails to adhere to this guideline.

Direct costs include expenditures that can be tracked, charged, and accounted for directly to a specific project. List all direct costs on the Project Cost Form.

Supporting Documentation

The following must be submitted electronically for review and approval prior to submission of payment request.

Invoices

RPOSD may request invoices for costs charged to grant and an audit may be performed before final payment and closing.

Adopted CAR

Provide the adopted cost allocation plan if request for payment includes indirect costs.

Itemized Expense Form

For additional information refer to Itemized Expense form in the Reimbursement Packet.

ACQUISITION PROJECTS

Grantees may request funds for acquisition cost when all Project Packet documents have been reviewed and approved. Acquisition documents should be submitted to the Program Manager at least 30 days before any requests for deposits to escrow or submittal of requests for reimbursement of acquisition costs. To expedite review, include tabs or titles with the following documents.

ACQUISITION PACKET

1 Appraisal Report

Standards

Grantees must provide a comprehensive narrative Appraisal Report that meets Uniform Standards of Professional Appraisal Practice (USPAP). Because of the changing real estate values in Southern California, appraisals more than 1 year old will not be accepted without prior RPOSD approval.

On Certification of Compliance

If the owner sells the property for the appraised value, and the Just Compensation language is not included in the Purchase Agreement then the appropriate section of Certification of Compliance must be signed by the property owner.

If the owner sells the property for less than the appraised value, and statement that partial donation of property has taken place is not included in the Purchase Agreement then the appropriate section of Certification of Compliance must be signed by the property owner.

2 Purchase Agreement

Attach a copy of the Purchase Agreement. The agreement must include the terms and conditions of the acquisition and be signed by all parties.

3 Escrow Instructions

Escrow Instructions must:

- State that, if escrow does not close within 3 days of RPOSD paying funds into escrow, such funds shall be

- invested in an interest-bearing account insured by the Federal Deposit Insurance Corporation (FDIC);
- State that all interest accrued on RPOSD funds paid into escrow shall be paid to RPOSD within 30 days of escrow closing.

4 Preliminary Title Report (PTR)

Grantees must attach a copy of the Preliminary Title Report.

5 Disclosure Form

If applicable, submit a Disclosure Form that lists title exceptions and the intended dispositions. For some exceptions, “None” is appropriate to list as an intended disposition. The Disclosure form must be original with wet-ink signature by the Applicant's authorized representative.

6 Estimated Buyers Statement

Attach a copy of the Estimated Closing Escrow Statement.

7 Escrow Memo

Grantee will send a memo requesting payment. The memo must include grant number, project name and escrow information. List all parcels to be acquired and identify which parcels will be paid for with Prop A funds.

8 Certification of Compliance

Grantees must certify compliance with the policies and regulations governing real property acquisitions. The form must be original with wet-ink signature by the Applicant's authorized representative.

9 Relocation Plan (if applicable)

Relocation costs are allowable for projects resulting in displacement of any person or business. Grantees must comply with the State Relocation Act even if relocation costs are not claimed for reimbursement. If relocation costs will be charged to the grant, a copy of the Relocation Plan is required.

10 Settlements (if applicable)

Provide an itemization of all charges imposed on the Grantee and the seller in connection with the acquisition. This includes Administrative Settlement Summary or Legal Settlement (if applicable).

**11 Acquisitions
through Eminent
Domain**

Express Authorization to Acquire through Eminent Domain

Send a copy of the Resolution approved by the governing body of the Grantee that provides evidence of express authorization to acquire through eminent domain.

Judgment in Condemnation

Grantees must provide a copy of the court document demonstrating that the Grantee has applied for an order of condemnation on property to be acquired and showing the price determined by the court.

INTEREST ON ESCROW FUNDS

If Grant funds remain in escrow for more than 3 days, grant funds must be invested in an interest-bearing account insured by the FDIC. All interest accrued on these funds must be paid to RPOSD within 30 days of escrow closing or termination.

DEVELOPMENT PROJECTS

Provide applicable development documents prior to incurring actual development costs and per project timeline. Grantee must submit proposed modifications of development plans, specifications and timelines for RPOSD pre-approval.

Grantees may begin requesting reimbursement for incurred development costs when all Project Packet documents have been reviewed and approved. Development documents should be submitted to the Program Manager per timeline and at least 30 days before any requests for reimbursement of development costs.

Final payment shall be withheld on development projects until the grant scope is complete and the project conforms to the Agreement as a usable public facility.

EQUIPMENT & LABOR

Fixed Equipment

Fixed equipment must have a useful life of 5 years or more. Examples include Air-Conditioning, Fire Alarms, Interpretive Displays, Lighting, Signage and Security Systems.

Grantee-Owned Vehicles, Equipment & Materials

Usage of vehicles and/or equipment owned by the Grantee may be charged to the Project for each use. Rental rates published by the California Department of Transportation may be used as a guide.

Direct costs for vehicles, equipment and materials must be tracked, charged, and accounted for directly to a specific project and requests for reimbursements must include the itemized expense form.

Grantee Labor—Development

Eligible costs include the services of the Grantee's employees directly engaged in development. Direct costs must be tracked, charged, and accounted for directly to a specific project. List all grantee labor charges on the Project Cost Form.

DEVELOPMENT PACKET— COMPETITIVE BID CONTRACT

A complete set is required for all Competitive Bid Contract costs to be reimbursed. Grantee must submit draft solicitations and contracts to RPOSD for pre-approval. To expedite review, include tabs or titles with the following competitive bid contract documents.

1 Solicitation Documents

1 Notice Inviting Bidders

2 Prevailing Wage Rate

Solicitation documents must include language instructing contractors to pay the prevailing wage rate as determined by the Labor Statistics and Research Division of the California State Department of Industrial Relations.

3 Additional Insured Instructions

Solicitation documents must include language to name *“Los Angeles County Regional Park and Open Space District”* as an additional insured on any and all liability insurance policies applicable to the Project and to mail a copy of the additional insured endorsement to 510 South Vermont Avenue, Room 230, Los Angeles, CA 90020-1975.

2 CBE Outreach Form

The BOS encourages businesses participating in the County’s contracting and procurement programs to consider minority, women, disadvantaged, and disabled veteran business enterprises. Grantees must provide CBE Outreach Form and certify that the contract was awarded without regard to gender, race, color, creed, or national origin.

3 Landscaping Form

This form is required when the project description includes landscaping.

4 List of Bidders

Provide a list of the contractors who responded to bid, amounts, and CBE Status.

5 Contract

1 Competitive Bid Contract

Provide a copy of the signed and fully executed competitive bid contract.

2 Award of Contract

Attach award of contract. If approved or adopted by the governing body of the Grantee, provide Resolution, Meeting Minutes and Agenda.

3 Plans and Specifications

Attach applicable plans and specifications.

If approved or adopted by the governing body of the Grantee, provide Resolution, Meeting Minutes and Agenda.

4 Additional Insured Endorsement

Grantees must provide proof that the “*Los Angeles County Regional Park and Open Space District*” has been named as additional insured. The endorsement must be in effect throughout the entire contract period. Payments may not be processed if the policy has expired.

5 Change Orders/Contract Total

Provide a list of change orders and final contract amount, if applicable.

DEVELOPMENT PACKET— PURCHASE ORDERS, SOLE SOURCE AGREEMENTS, AND JOCS

A complete set is required for all development costs to be reimbursed. Grantee must submit draft solicitations and contracts to RPOSD for pre-approval. To expedite review, include tabs or titles with the following documents.

1 Contract

- 1 Provide a copy of the signed and fully executed Purchase Order, Sole Source Agreement, or Job Order Contract.

2 Method of Procurement

Note method of procurement used in place of Competitive Bid Contract on Documentation Checklist. If applicable, attach supporting documentation.

3 Award of Contract

Attach award of contract between grantee and vendor. If approved or adopted by the governing body of the Grantee, provide Resolution, Meeting Minutes and Agenda.

If approval or adoption by the governing body of the Grantee is not required include explanation in the notes column of the Documentation Checklist. If applicable, attach supporting documentation.

3 Plans and Specifications

Attach applicable plans and specifications.

If approved or adopted by the governing body of the Grantee, provide Resolution, Meeting Minutes and Agenda.

4 Additional Insured Endorsement

Grantees must provide proof that the “*Los Angeles County Regional Park and Open Space District*” has been named as additional insured. The endorsement must be in effect throughout the entire contract period. Payments may not be processed if the policy has expired.

5 Change Orders/Contract Total

Provide a list of change orders and final contract amount, if applicable.

2 Landscape Form

This form is required when the project description includes landscaping.

3 Itemized Expense Form

If applicable, use this form to list costs to be reimbursed with Prop A funds.

REIMBURSEMENT PROCESS

RPOSD shall not process payment requests if the Performance Period is expired, within 45 days of expiration, or if Status Reports are overdue. See Amendments for requirements to extend Performance Period and amend Project Agreement.

Final paperwork should be submitted at least 3 months before the end of the performance period to ensure final payment can be made prior to the expiration.

See Administration Costs, Acquisition Projects, and Development Projects sections for required supporting documentation.

Work closely with your Program Manager, provide all supporting documentation and allow 30 days for review prior to submitting any payment requests.

To ensure receipt of payment prior to end of fiscal year (June 30th), all documentation must be received by April 15th.

RPOSD may withhold a portion of the reimbursement for ineligible expenditures. In such cases RPOSD shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility.

Final payment shall be withheld on development projects until the grant scope is complete and the project conforms to the Agreement as a usable public facility.

After pre-approval, send wet-ink Payment Requests to:

Los Angeles County
Regional Park and Open Space District
Attention: (Program Manager)
510 South Vermont Avenue, Room 230
Los Angeles, California 90020

Allow four to six weeks for receipt of payment.

REIMBURSEMENT PACKET

Send all payment forms via email to Program Manager for review prior to obtaining signatures. After review has been pre-approved, send signed originals.

Grantees must provide applicable supporting documentation depending on the type of expenditures to be charged to the grant. Include the Documentation Checklist with all requests for payment. If an item is not applicable, respond with NA and an explanation in the notes column. If RPOSD is unable to approve reimbursement requests, for

example due to missing, incomplete, or inaccurate documentation, they will be returned to Grantee.

1 Payment Request Form

Access and signature

Grantees must use the Payment Request form, which is available on RPOSD.LACounty.gov. The form must be original with wet-ink signature by the Applicant's authorized representative.

Grantees may need to update address and contact information with County Vendor Database prior to payment. County Auditor Controller is encouraging vendors to sign up for Direct Deposit of their warrants.

Credit processing

The Payment Request form showing credit is required for credits to project expenses. See Return of Grant Funds – Credits to Expenses below.

2 Project Cost Form

List costs to be reimbursed with Prop A Funds.

3 Itemized Expense Form

An Itemized Expense Form is required for

- Grantee Labor
- Credit Card Purchases
- Grantee-Owned Vehicles, Equipment, and Materials
- When a line item on the Project Cost form Includes payment for more than one invoice.

4 Updated Grant Budget

Enter total amount requested for each Project Element in the appropriate Payment Request (PR) column. The budget should clearly identify elements of the project description to which they relate.

RETURN OF GRANT FUNDS

Grant funds paid in excess of final total project costs shall be refunded to RPOSD. Examples include funds advanced into escrow in excess of the final settlement amount, or development costs reimbursed by RPOSD that were later refunded by a vendor. A

check shall be made payable to Los Angeles County Regional Park and Open Space District.

Credits to Expenses

Grantees must send a memo and Payment Request showing credit for refund checks related to project costs.

Interest accrued in Escrow

Grantees must send a memo as to why it's being refunded along with any refund checks.

CLOSING AUDITS & LONG TERM OBLIGATIONS

Closing

Audits

Long Term Obligations

Prohibition against Conversions

CLOSING

OVERVIEW

Project Completion

Project Completion

The Grantee shall schedule the final site inspection and provide the Closing Packet no later than 3 months after project completion.

Site Inspection

Final site inspection is required prior to final payment processing.

Grantee shall provide a final checklist with inventory of actual items completed per Project Scope.

Payments & Amendments

Final Payment

Final payments follow a process similar to progress payments.

Final paperwork should be submitted at least 3 months before the end of the performance period to ensure that payment can be made prior to the expiration.

Final Amendments to Project Agreements

Any needed changes to scope must be processed before the grant is closed.

Residual Funds

Grantees may request transfer of residual Per Parcel and Specified funds to a new or existing Grant. Requests can be directed to the District Administrator.

Remaining funds not identified for a new or existing project will be returned to BOS for reallocation and cumulative balances of over \$15,000 shall impact a grantee's eligibility for grants of Excess Funds.

Assignment and Assumption of Grant Agreement (AAGA)

Pursuant to the Propositions and Project Agreement, the AAGA allows grantees to transfer grant obligations to another agency.

COMPLETION PACKET

All Projects

For all projects, submit the following:

- | | |
|----------------------------------|--|
| 1 Final Grant Budget | Send electronic copy of the final grant budget. |
| 3 Youth Employment Report | The form must be original with wet-ink signature by the Applicant's authorized representative. The YER is required for all projects (acquisition and development). |
| 4 Third-Party Agreements | <p>Grantees must provide a copy of any existing (and not previously submitted) or proposed operating agreement, lease, concession agreement, management contract, or similar arrangement with a third-party entity – or any proposed amendment to an existing operating agreement, lease, concession agreement, management contract, or similar arrangement – as it relates to the Project.</p> <p>Any non-recreational use must be pre-approved in writing by RPOSD.</p> <p>Subsequent amendments and/or new agreements must be provided to RPOSD at least two (2) weeks prior to its proposed execution.</p> |
| 5 Project Photos | Provide photos of completed project. Photos should be labeled to indicate where they were taken relative to the Site Plan. Photos may be requested electronically and are subject to publication by RPOSD at its sole discretion. |

Development Projects

For development projects, submit the following.

- | | |
|-------------------------------|--|
| 6 Notice of Completion | The Notice is required when development elements of a Project were performed under contract with a public agency. The NOC must be stamped by the Los Angeles County Registrar-Recorder/County Clerk. |
|-------------------------------|--|

Acquisition Projects

For acquisition projects, submit the following.

- | | |
|-----------------------------------|--|
| 7 Grant Deed | <p>Provide a copy of the grant deed recorded with and stamped by the Los Angeles County Registrar-Recorder/County Clerk.</p> <p>Other acceptable property conveyance documents may include but are not limited to Quit Claim, Tax Deed or Conservation Easements.</p> |
| 8 Closing Escrow Statement | <p>Provide a copy of the closing statement showing itemized list of all charges and credits; purchase price, financial terms, funds deposited, debits or credits, payments to third parties, and payoffs of existing loans/liens.</p> <p>If any interest accrued during escrow, Payment Request (credited amount), payment, and memo must be on file before Final Payment/Closing.</p> |
| 9 Title Insurance Policy | Provide a copy of the issued Title Insurance Policy. |
| 10 Final Relocation Report | If the project includes relocation, provide the final relocation report with Closing Packet. |

11 Deed Restrictions

The restriction must be recorded by the grantee/property owner with the Los Angeles County Registrar-Recorder/County Clerk.

Acquisition-only projects

The DR is required after the acquisition is complete and the Grantee takes ownership of the property.

Acquisition/Development projects

The DR is required after the acquisition is complete and before reimbursement of any development costs.

For additional information see Deed Restrictions in the Project Review Section.

AUDITS

It is the Grantee's responsibility to maintain accurate financial records on actual items completed and paid for with Prop A funds. Grantees are required to maintain records for audit purposes for five years from the date of completion. RPOSD may perform an audit at any time and reserves the right to collect costs not supported.

- Provide accounting data that clearly records costs incurred on the project and accurately reflects fiscal transactions, with necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.).
- Comply with local, state and federal requirements.
- Maintain time and attendance records as charges are incurred, recording actual time spent on the project, and describing the specific work performed on the project during that time.

See [RPOSD.LACounty.gov](https://www.rposd.lacounty.gov) for audit checklist.

LONG TERM OBLIGATIONS

MAINTENANCE AND OPERATION

Grant funded property must be maintained and operated, in perpetuity.

Grantees must notify RPOSD when grant funded property must be closed or restricted (partially or in its entirety) by an authorized agency due to health and safety, natural disasters, and acts of God.

PUBLIC ACCESS

Grant funded property must be open and accessible to the public in perpetuity, except as noted under the special provisions of the Project Agreement. Grantee or any other agency or organization operating the Grant funded property must comply with the following provisions per Propositions.

- Grant funded property must be open to members of the public generally.
- Grant funded property must include reasonable public access including the provision of parking and public restrooms, except where that access may interfere with resource protection.
- Grant funded property must be open and accessible without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence.
- Grantees may not charge fees that differentiate between residents and non-residents.
- Grantees may not grant preferential treatment to anyone with regard to reservations or registration.

PROHIBITION AGAINST CONVERSIONS

Grant-funded property must be used only for the purpose delineated in:

- Sections of the Propositions pursuant to which Grant funds were awarded
- Project Description

Any change in use, sale, or disposal of Grant-funded property must be approved in advance by the Board of Supervisors.

Grantees who are contemplating changing, or have already changed, the use or ownership of Grant funded property, must contact RPOSD, who will facilitate the processes required for such a conversion.

If the use or ownership of Grant funded property is changed, RPOSD may at its discretion seek a remedy pursuant to the Propositions and Project Agreement.

GLOSSARY

GLOSSARY

| | |
|-------------------------|---|
| 1992 Proposition | Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree Planting, Senior and Youth Recreation, Beaches and Wildlife Protection; which Los Angeles County voters approved on November 3, 1992. Grant funds are awarded pursuant to, and are subject to the terms and conditions of, the 1992 and 1996 Propositions. |
| 1996 Proposition | Los Angeles County Proposition A, Safe Neighborhood Parks; which Los Angeles County voters approved on November 5, 1996. |
| AAGA | Assignment and Assumption of Grant Agreement: Agreement between RPOSD, Grantee and Assignee that allows grantees to transfer grant obligations to another agency. |
| AFN | Anticipated Funding Needs Estimated project reimbursements by quarter. Required with new agreements and requests for amendments to Grant Amount or Performance Period. |
| BOS | Board of Supervisors: County of Los Angeles Board of Supervisors acting in its capacity as RPOSD's Board of Directors. |
| CAP | Cost Allocation Plan: Adopted methods and procedures used to allocate costs to various programs, grants, contracts, and agreements. The CAP should be tailored to fit the specific policies of each organization. If your organization's policies are different in any of the categories, please specifically identify the methodology used. Although there are different methodologies available for allocating costs, the methodology used should result in an equitable distribution of costs to programs. Recipients must have a system in place to equitably charge costs. Additionally, as required by Office of Management and Budget Circular A-122, time distribution records must reflect an after-the-fact determination of the actual activity of each employee. Considerations in determining an appropriate base for allocating costs include the relative benefits received, the materiality of the cost, and the amount of time and cost to perform the allocation. |
| CAR | Cost Allocation Rate: total of indirect costs (known as overhead) for a specific reporting period, divided by an allocation measure. |
| CBE | Community Business Enterprise: County's procurement program that certifies minority, women, disadvantaged, or disabled veterans business enterprise |
| CEQA | California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of an entity's proposed project. For more information see http://ceres.ca.gov/ceqa/ . |
| DR | Deed Restriction: Document recorded with the Los Angeles County Registrar-Recorder/County Clerk that limits grant funded property through the Project Agreement and Propositions. |

| | |
|--------------|---|
| FDIC | Federal Deposit Insurance Corporation: Independent agency of the federal government responsible for insuring deposits made by individuals and companies in banks and other thrift institutions. |
| RR/CC | Los Angeles County Registrar-Recorder/County Clerk. |
| NOC | Notice of Completion: The NOC is a recorded notice that work under a contract between a public agency and its vendor has been completed |
| PA | Project Agreement: PA executed between the District and any of its Grantees and pursuant to the terms and conditions of which a) the Grantee agrees to complete a Project as described in the Project Description and b) the District agrees to fund the Project up to the total Grant amount indicated on the PA or on an executed amendment to the Agreement. |
| PTR | Preliminary Title Report: Report prepared prior to issuing a policy of title insurance that shows the ownership of a specific parcel of land, together with the liens and encumbrances thereon which will not be covered under a subsequent title insurance policy. |
| PWR | <p>Prevailing Wage Rate/Labor Code Compliance: Grant funded projects may be subject to prevailing wage provisions of Part 7 of Division 2 of the California Labor Code (CLC), commencing with Section 1720. Typically, the types of projects that are subject to the prevailing wage requirements are public works projects. Existing law defines "public works" as, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. Assembly Bill 2690 (Hancock, Chapter 330, Statutes of 2004) amended CLC Section 1720.4 to exclude most work performed by volunteers from the prevailing wage requirements until January 1, 2017.</p> <p>The Grantee shall pay prevailing wage to all persons employed in the performance of any part of the project if required by law to do so. Any questions of interpretation regarding the CLC should be directed to the Director of the Department of Industrial Relations (DIR), the State Department having jurisdiction in these matters. For more details, please refer to the DIR website at http://www.dir.ca.gov.</p> |
| RPOSD | Regional Park and Open Space District: Los Angeles County Regional Park and Open Space District |
| SD | <p>Supervisory District: Los Angeles County is divided into 5 supervisory districts (SDs), with each Supervisor representing a district of approximately 2 million people.</p> <p>SD1 (Hilda L. Solis) SD2 (Mark Ridley-Thomas) SD3 (Sheila Kuehl) SD4 (Don Knabe) SD5 (Michael D. Antonovich)</p> |

US-PAP Uniform Standards of Professional Appraisal Practice: Quality control standards applicable for real property, personal property, intangible assets, and business valuation appraisal analysis and reports in the United States and its territories.

VID Vendor Identification: County's Vendor Registration (WebVen) website at <http://camisvr.co.la.ca.us/webven/>. In order to do business with the County of Los Angeles suppliers must first register in the County's vendor registration system. As a registered supplier, you will become part of the County's vendor data base giving your company visibility to all Procurement Offices in the County.

YEP Youth Employment Plan: The YEP is a description of the Grantee's plan for employing local youth. It must be adopted by the governing body of the Grantee at a duly noticed public meeting for each Prop A Grant. The Notice for the hearing must include the term "Youth Employment Plan" and identify the Grant(s) addressed by the proposed Plan.

Grantees are encouraged to adopt the YEP with the resolution to authorize grant application. The YEP must be provided to the District before Grantees request reimbursement for construction, development or acquisition cost

Attachment II

Project Agreement

PROJECT AGREEMENT-V16

Los Angeles County Regional Park and Open Space District Grant

(From the Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection ("the 1992 Proposition"), which voters approved on November 3, 1992; and Los Angeles County Proposition A, Safe Neighborhood Parks Act ("the 1996 Proposition"), which voters approved on November 5, 1996.

Grant No.: _____

The Grantee listed below ("Grantee") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement-V16 ("this Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Description of the Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Propositions, agrees to fund the project up to the total grant amount indicated.

Grantee: _____

Project Name: _____

Grant Amount: _____

Awarded pursuant to Funding Identification Code(s): 4. j. 5. C. 4. m. 5. C. 4. o. 5. D

Description of Project:

The project involves the renovation of the pool in Val Verde Community Regional Park. The scope of work also includes deck repair, re-plastering, re-tiling, removal of wading pool, and installation of new deck with shade structure over the wading pool area.

Project Performance Period: **FROM:** **TO:**

Special Provisions

None.

General Provisions

A. Definitions

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement and any future successor(s).
2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the section(s) of the Propositions as described on Page 1 of this Agreement.
6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3, 1992 and Los Angeles County Proposition A, Safe Neighborhood Parks, which voters approved on November 5, 1996.

B. Project Execution

1. Subject to the availability of grant monies from the Propositions, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Propositions (see Attachment I) and the attached Application (see Attachment II).

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Agreement.
2. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District. The requirements of the Propositions and of this Agreement last in perpetuity and may be enforced by the District at any time.
3. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Mitigated Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk; or, if the Project is categorically exempt, then a copy of the Notice of Exemption filed with, and stamped by, the County Clerk, or at the District's sole discretion, other

written certification of exemption as deemed acceptable by the District.

4. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.
5. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Grantee must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Grantee's efforts to employ youth in every stage of the Project.

Grantee must comply fully with all State and Federal laws regarding the employment of youth on the Project.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Propositions.

6. Grantee agrees to file with the District copies of any contracts or agreements executed for work on the Project. Grantee further agrees that it will make a good faith effort to recruit and promote minority-owned and women-owned businesses to participate in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority and women contractors or vendors; a list of firms from which the Grantee solicited or received offers; and comparative statistics regarding the minority and women participation and percentage of minority and women ownership of each contractor and subcontractor working on the Project. In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Grantee will state the applicable reason. Grantee further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority and women participation and percentage of minority and women ownership in each firm participating in the bidding process.

7. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
8. Grantee agrees to permit the District to make periodic site visits to determine if development and/or work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.
9. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
10. If the Project includes acquisition of real property, Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.
11. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports

respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

12. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.
13. To the maximum extent feasible, grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Propositions, a deed restriction requiring compliance with the Propositions and this Agreement, in perpetuity.

C. Project Costs

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:
 - a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
 - b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
 - c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Grantee shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.

3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Grantee has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Grantee must submit final project documents. The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Grantee and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Grantee's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

D. Project Administration

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide to the District a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request in perpetuity.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Any non-recreational use of a Project must be preapproved in writing by the District, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.
5. Grantee also agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless the District approves otherwise in writing.

Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site in perpetuity.

Grantee further agrees not to enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.

6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the District for its prior approval.
7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

8. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of the District, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
9. If Grantee receives the prior permission of the District, acting through the Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the

District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of with the prior permission of the District, acting through the Board of Supervisors, is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 10 of this Agreement. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written agreement with the District and agreed to comply with the terms of the Propositions and this Agreement.

E. Project Completion and Enforcement

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension or termination of all obligations of the District hereunder.
3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and un-ascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, with an injunction against any breaching conduct, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement or any other remedy available by law. No delay or omission by the District in the exercise of any right or remedy upon any breach by Grantee shall impair in any way the District's right to enforce the terms of this Agreement, nor be construed as a waiver.
5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.
6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with

the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the District may terminate or suspend this Agreement.

7. If the District brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay the District's reasonably attorney's fees and costs, including expert witness costs, if the District prevails in said action.

F. Payment of Funds

1. Grantee may request reimbursement from the District for eligible expenses, which the Grantee has properly incurred and paid, no more frequently than every thirty (30) days. Grantee shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

Los Angeles County
Regional Park and Open Space District
510 South Vermont Avenue, Room 230
Los Angeles, California 90020

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.
3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, then the Grantee shall have waived its right to dispute the findings.

G. Hold Harmless and Indemnification

1. Grantee shall indemnify, defend and hold the District harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify the District from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

H. Independent Grantee

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Grantee.

I. Financial Records

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement and the use of any property acquired under this Agreement in perpetuity.

2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Notwithstanding Government Code Section 907, in the event that Grantee fails to repay the District in full for the amount of excepted expenditures, the District may offset an amount equal to the excepted expenditures from any monies that may be due to Grantee under the terms and conditions of the Propositions. Through the execution of this Agreement, Grantee waives its rights under Government Code Section 907.

J. Use of Facilities

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by prior specific act of the Board of Supervisors as governing body of the District and consistent with the terms and conditions of the Propositions and this Agreement.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions to a nonprofit or government entity.
3. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Propositions, Procedural Guide and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

4. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except where that access may interfere with resource protection.

K. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

L. Incorporation by Reference

The Application and its required attachments, including the Assurances, and any subsequent change or addition approved by the District, is hereby incorporated in this Agreement as though set forth in full. The Procedural Guide, and any subsequent changes or additions thereto, and the Proposition also are hereby incorporated in this Agreement as though set forth in full.

M. Severability

If any provision of this Agreement, or the application thereof, is held invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

No provision of this Agreement, or the application thereof, is waived by the failure of the District to enforce said provision or application thereof.

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IN WITNESS WHEREOF, Grantee and District have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

LOS ANGELES COUNTY
REGIONAL PARK & OPEN SPACE DISTRICT:

By: _____
Director, Parks and Recreation

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM

Interim County Counsel

By: _____
CHRISTINA A. SALSEDA
Principal Deputy County Counsel

Grant No.: _____

Attachment III

Maintenance and Servicing Guide

Los Angeles County Regional Park and Open Space District Maintenance & Servicing Guide

CONTACT

Main Line

(213) 738-2981

Mailing Address

Los Angeles County
Regional Park and Open Space District
510 South Vermont Avenue, Room 230
Los Angeles, CA 90020

Business Hours

Monday thru Thursday
7:00 am to 5:30 pm

District Website

<http://OSD.LACounty.gov>

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OVERVIEW

The Safe Neighborhood Parks Propositions of 1992 and 1996 provide Maintenance and Servicing (M&S) funds to eligible agencies to offset increased maintenance costs resulting from Proposition A-funded projects.

This guide establishes policies and procedures for obtaining 1992 and 1996 M&S funds, Excess M&S Funds, and may be revised from time to time. Affected agencies will be notified of future revisions.

ELIGIBLE AGENCIES

As specified under **Sections 23 (b) and (c) of the 1992 Proposition** and **Section 23 (b) of the 1996 Proposition**, the following agencies are eligible for M&S of Prop A funded projects:

- Los Angeles County;
- Santa Monica Mountains Conservancy; and
- All Cities within the District incorporated before June 30, 1996

ELIGIBLE PROJECTS

M&S Funds may be used for grant funded projects. Project elements not paid for with grant funds, but were (WERE??) part of a larger project are eligible for M&S Funds. Grantees must document how elements fit into larger project scope if elements are not listed in Project Agreement. THIS SECOND SENTENCE A LITTLE UNCLEAR

General Examples

- If project agreement for a new splash pad project was part of a new park development, then eligible M&S expenses for the entire park are reimbursable with M&S Funds.
- If project agreement for a new playground area is part of a new Community Center project, then eligible M&S expenses for the entire community center are reimbursable with M&S Funds.
- If Prop A funded phase one improvements included a new park and tot lot, but did not fund a subsequent phase two community center, then the community center would not be eligible for M&S Funds.
- Facilities/amenities outside the grant-funded project but having a direct nexus to its maintenance/operation MAY be eligible for M&S. Contact your Project Manager to discuss.

Additional information about M&S Funds is available on the District's website. For assistance with M&S Funds and Youth Employment Requirements, please contact your Project Manager.

MAINTENANCE & SERVICING (M&S) DEFINITIONS

"Maintenance" and "Servicing" costs are as defined in the **Landscaping and Lighting Act of 1972** (Section 22500 et seq. of the **Streets and Highways Code**) as follows:

Section 22531. Maintain or Maintenance

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- Removal of trimmings, rubbish, debris, and other solid waste.
- Cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Section 22538. Service or Servicing

"Servicing" means the furnishing of:

- Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
 - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
-

Examples Of Eligible & Ineligible M&S Costs Include:

- Increased staff costs necessary for the usual maintenance and servicing of the facility.
- Cost of the staff member needed to open, schedule and oversee (i.e., operate) a new recreation building.
- Lifeguards, Maintenance Workers, Rangers
- An agency's direct overhead rates as applied to wages, services and supplies.*
- Replacement of fixed equipment included in the original project description: Air Conditioning, Fire Alarms, Interpretive Displays, Lighting, Security Systems, Signage
- Maintenance equipment may be rental rate or a set hourly rate that reflects such factors as depreciation, maintenance and repair of the equipment, replacement parts and fuel.
- Graffiti removal, painting, and repairs.
- Contracts with maintenance providers (e.g. conservation corps, weed abatement, etc.)
- Utilities (Water, Gas, Power, Sewage)
- Extermination, Pest Control,

Ineligible items for M&S include programming and administrative costs

ARE YOU GOING TO PROVIDE EXAMPLES OF INELIGIBLE ITEMS?

LONG TERM GRANT OBLIGATIONS

Long term grant obligations include, but are not limited to, the following.

Grant-funded property must be maintained and operated in perpetuity. Reasonable public access to Grant-funded property, including the provision of parking and public restrooms, must also be provided in perpetuity, except where that access may interfere with resource protection.

Grant-funded property must be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

Grant-funded property must be open and accessible to the public in perpetuity, without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence, to the extent consistent with the provisions of the 1992 and 1996 Propositions and of the Project Agreement.

Additionally, the Grantee, or any other agency or organization operating the Grant-funded property, is prohibited from discriminating against or providing preferential treatment to any person or organization seeking to use such facility based on the place of residence of such person or to members of its organization. This prohibition extends in perpetuity and includes, but is not limited to, charging fees that differentiate between residents and non- residents or that grant preferential treatment to a city's residents with regard to reservations or registration.

YOUTH EMPLOYMENT

Grantees have employed more than 25,000 youth through Prop A funded internships, grantee labor, conservation corps, and construction contracts.

Los Angeles County youth have earned more than \$61,000,000 exploring career interests and gaining valuable teamwork and leadership experience through construction, habitat restoration, landscaping, maintenance, trail improvements, and related projects.

Youth Employment Goal

A Youth Employment Goal (YEG) has been calculated for certain agencies identified in the Propositions.

- Grantees that have not met the goal are subject to a restriction of 1992 and 1996 M&S funds and are (??) ineligible for Excess M&S Funds.
- To receive credit, grantees are required to submit a Youth Employment Report (YER).
- Upon approval, the grantees' youth employment status is updated. Though not required, grantees are encouraged to continue providing reports after the Youth Employment Goal is met.
- To check the status of your agencies Youth Employment Goal, and for information on the Youth Employment Policy, see the Youth Employment section on OSD's website.

Methods for Meeting the Youth Employment Goal

Grantees may receive credit toward their YEG through any combination of the following:

1) Prop A Projects

Grantees are required to consider tasks that may be performed by at-risk youth and adopt a Youth Employment Plan for all Prop A Projects. Each plan includes an estimate of the amount of grant funds to be spent on youth employment, method by which youth will be recruited and employed, and a discussion of how the plan relates to the grantee's Youth Employment Goal.

- Youth employment costs are eligible for reimbursement through the grant.
- Expenditures help the agency to meet its Youth Employment Goal.

2) Maintenance and Servicing of Prop A Projects

Grantees may also hire youth for maintenance and servicing of eligible projects. An agency may employ youth directly or contract with youth providers for maintenance crews to perform periodic routine maintenance or extraordinary maintenance projects.

- Youth employment costs are eligible for repayment through 1992 & 1996 M&S and Excess M&S.
- Expenditures help the agency to meet its Youth Employment Goal.

3) Projects or programs funded by the Grantee

Youth may be employed by the grantee or by an organization under contract with the grantee whether or not at a Prop A Funded project site.

- Expenditures help the agency to meet its Youth Employment Goal.
- Youth employment costs are NOT eligible for reimbursement by the District.

1992 & 1996 M&S

1992 Proposition

On June 30, 2015, the Direct Assessment authorized under Proposition A of 1992 will sunset. Effective Fiscal Year 2015/16, annual M&S allocations will be approximately 33% of previous allocations. For example, if an agency has received an annual allocation of \$100,000 through the benefit assessment, effective July 1, 2015 the annual allocation would be approximately \$33,000.

1996 Proposition

The Direct Assessment authorized under Proposition A of 1996 Proposition will continue to be levied through Fiscal Year 2019/20.

Transfer of Funds

With OSD's consent, grantee may transfer its right to all or a portion of its M&S funds to another eligible agency.

The agency releasing the funds must provide a certified copy of an adopted resolution, assigning the agency's right to all or a portion of the funds for such time as the agency determines.

The agency receiving funds must provide a certified copy of an adopted resolution accepting the funds. Once OSD approves transfer, an assignee may apply for and spend funds in accordance with the provisions of OSD's Maintenance and Servicing requirements.

Annual Budgeted Expenses

- Grantees must submit an M&S Expense Summary for each facility.
- Upon approval, grantee may submit M&S Payment Request.
- Allow at least 30 days for 1st time review of grantee expense summary.
- Once approved budgets are valid for up to five years. If amount increases, then budget must be revised.
- Grantees must provide a copy of adopted Cost Allocation Plan if indirect costs will be reimbursed.
- To ensure receipt of payment prior to end of fiscal year (June 30), all documentation must be received by the last business day in April.

EXTRAORDINARY EXPENSES

In addition to annually budgeted expenses grantees may claim extraordinary M&S expenses. Extraordinary Expenses include costs required for operation of a project but outside the scope of the operations budget (natural disasters, destruction and deterioration).

- Grantee provides cover letter requesting extraordinary expense form with quotes and photos.
- Grantee schedules site inspection with Project Manager, unless otherwise instructed by OSD.
- OSD sends letter to grantee when extraordinary expenses are preapproved.

Reimbursements

- Grantee proceeds with work and submits request for payment when work is complete.
- The request for payment must include final invoices and appropriate documentation of final costs incurred (e.g. cancelled checks). See accounting requirements on page 11.

Advance Payment

- If funds are advanced, work must be performed upon receipt of funds.
- After completion, grantee provides final invoices and appropriate documentation of final costs incurred (e.g. cancelled checks). See accounting requirements on page 11.
- The District will not approve further M&S requests until complete documentation supporting the advance is received.

Examples of Extraordinary Maintenance Expenses

| Category | Example 1 New Local Park | Example 2 Renovation | Example 3 Pool Addition | Example 4 Expansion | Example 5 Renovation of Existing Pool |
|--|--|---|---|---|--|
| Natural Calamities, Disasters, and Acts of God | Strong winds blew down fencing around playground equipment | Termite infestation of several beams of the picnic shelter | Pool filter and fill lines damaged by earthquake | Facility is hit by lightning, causing damages that need repair | A tree fell and damaged the bath house |
| Man-made Destruction (Vandalism, Theft, Negligence, Accidents) | Vandals destroyed playground equipment | One of the brick planters is hit by a car and must be rebuilt | Maintenance worker accidentally drops ladder, breaking a pool pump connection | Vandals broke glass windows | Vandals destroyed shower heads and restroom fixtures |
| Gradual Physical or Functional Deterioration, Obsolescence | Old playground equipment needs to be replaced for safety reasons | Replacement of decaying gazebo, replacement of recreation building roof | 15-year old drainpipes need replacement, heater breaks, pool cover needs to be replaced | Gym floor needs resurfacing, air conditioner breaks down, building needs repainting | A more efficient automatic chlorinator became available that will pay for itself |

EXCESS M&S

Excess M&S funds are divided into three categories:

- 50% Specified Excess Funds projects
- 25% County Excess Funds projects
- 25% City Excess Funds projects

Annual Budgeted Expenses and Extraordinary M&S expenses are eligible for reimbursement of Excess M&S. The process of applying for Excess M&S is the same as 1992 and 1996 M&S except for the following:

- Excess Funds projects must be closed by April 30 of each year to be eligible for Excess M&S.
- Eligible projects report will be published after the adoption of the Plan of Revenues and Expenditures submitted to Board of Supervisors each June. Only projects on the published list are eligible for Excess M&S.
- The deadline for submission of the payment requests will be announced when the Eligible projects report is published.
- Each year that Excess M&S Funds are declared, eligible grantees will be notified.
- Agencies who have not met their Youth Employment Goal are ineligible for Excess M&S.
- If requests exceed the amount available, then amount paid will be prorated for each category. If the entire project is claimed against Excess M&S and the prorated amount is less than the claim, the balance not received from Excess M&S can be claimed against the regular M&S.
- Unspent Excess M&S funds remaining as of June 30 of each year, will be added to new Excess Funds declared and recalculated.

PAYMENT REQUESTS

- All requests for payment must be submitted on the M&S Request Form.
- The request must be in conformance with a District approved M&S Expense Summary.
- Grantees are encouraged to submit payment requests on an annual or bi-annual basis.
- To ensure receipt of payment prior to end of fiscal year (June 30), all documentation must be received by April 30.
- Allow four to six weeks to receive payment after submitting a request.

Accounting Requirements

Agencies are required to maintain invoices, purchase orders, canceled warrants, and other records that are supportable of the Project's maintenance and servicing costs claimed for five years following the maintenance and servicing period for which expenses have been incurred.

- See Audit Checklist on the Districts website.
- For additional information contact your Project Manager.

PROPOSITION REQUIREMENTS

Section 23 (b) of the 1992 Proposition designated fifteen percent (15%) of the District's assessment to offset increased maintenance and servicing costs.

Section 23 (b) of the 1996 Proposition revised the allocation of the maintenance and servicing funds as follows: "On an annual basis, fifteen percent (15%) of all proceeds of the Additional Assessment and the 1992 Assessments (or such greater percentage of the proceeds of the Additional Assessment and the 1992 Assessment, not to exceed twenty percent (20%), as determined by the Board) shall be set aside and designated as the maintenance and servicing amount, and shall be used only to maintain and service capital outlay projects funded by the District pursuant to the 1992 Order and this resolution. Such maintenance and servicing amount of the Additional Assessment and the 1992 Assessment shall be allocated each year as follows:

- (1) to the County (for the benefit of the Department of Parks and Recreation, or the Department of Beaches and Harbors, or any other applicable department as determined by the Board), an amount obtained by multiplying the aggregate amount of such maintenance and servicing funds to be allocated for such year by a fraction, the numerator of which is the number of parcels of land in the unincorporated area of the County and the denominator of which is the total number of parcels of land in the County;
- (2) to the Santa Monica Mountains Conservancy, or any other agency designated by it to manage properties acquired pursuant to this resolution, (the 1996 Proposition) or the 1992 Order by the Conservancy or any joint powers entity to which the Conservancy is a party which has acquired properties pursuant to the 1992 Order or this resolution, a percent of the total maintenance and servicing funds that equals the percent of the total capital outlay funds that are allocated to and/or to be expended by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority pursuant to Section 3 of this resolution; and
- (3) except as provided in the next paragraph, to each incorporated city within the District, an amount obtained by multiplying the maintenance and servicing funds remaining after the allocations described in the preceding clauses (1) and (2) by a fraction, the numerator of which is the number of parcels of land in such city and the denominator of which is the total number of parcels of land in the incorporated areas of the County.

Of the maintenance and servicing funds allocated to the County in this resolution, (the 1996 Proposition) and the 1992 Order, the Department of Beaches and Harbors shall be allocated an amount obtained by dividing the total amount of funds allocated to the Department of Beaches and Harbors in this resolution and the 1992 Order by the total amount of funds allocated for specific identified projects and for per parcel grants to the Department of Parks and Recreation in the resolution and the 1992 Order.

On an annual basis, one million seven hundred thousand dollars (\$1,700,000) shall be deducted from the maintenance and servicing funds allocated to the City of Los Angeles in this resolution, (the 1996 Proposition) and the 1992 Order, and such amount shall be used to pay debt service on bonds, notes or other evidences of indebtedness issued to fund the project described in Section 8 (b) 2.V.x. of the 1992 Order.

In the event of an inconsistency between this Section (23. (b) of the 1996 Proposition) and Section 23 of the 1992 Order, this Section shall prevail.”

Section 23 (c) of the 1992 Proposition provides: “Funds for maintenance and servicing as described in this section shall be allocated annually to each city within the District and the County. Such allocations shall be made only to those entities which certify that: (i) such funds shall be used only to maintain and service projects funded by the District pursuant to this order, and (ii) such funds shall be used to supplement existing levels of service and not to fund existing levels of service.”

Pursuant to Section 24 (a) of the 1996 Proposition additional funding is made available each year by a calculation of excess revenues over expenditures from the prior year to be determined by an independent audit of a Financial Consultant. “....In each year, 80% of the available excess as identified in the Plan of Revenue and Expenditures approved by the Board shall be allocated by the Board pursuant to this section and in accordance with the following schedule (to the extent permitted by applicable law and not inconsistent with the other provisions of this resolution). 80% shall be allocated for capital projects and 20% shall be allocated for maintenance and servicing of those capital projects.”

Additionally, **Section 21 (a) of the 1996 Proposition** provides that “... In any year, a recipient agency may utilize an amount not more than one percent (1%) of the funds which it is eligible to receive under subsection (b) of Section 23 for reimbursement of accounting and bookkeeping costs as applicable overhead to pay for compliance with the District's accounting and reporting requirements.” Normally, this will be included as part of the agency’s overhead rate on its eligible maintenance and servicing costs.

Attachment IV

Official Seal

